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THIS SUPPLEMENTAL AGREEMENT, dated as of June 1,

1976, by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called the "Agent", and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called the "Railroad Company",

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement dated as of February 15, 1970, hereinafter called the "Conditional Sale Agreement", by and among Pullman Incorporated (Pullman-Standard division) and Greenville Steel Car Company, hereinafter called the "Vendors", and the Railroad Company, each of the Vendors agreed to construct, sell and deliver to the Railroad Company, on the terms and conditions therein set forth, certain cars described therein; and

WHEREAS, by an Agreement and Assignment dated as of February 15, 1970, hereinafter called the "Assignment", the Vendors sold, assigned, transferred and set over to the Agent, its successors and assigns, all their rights, titles and interests under the Conditional Sale Agreement; and

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission, pursuant to the provisions of Section 20c of the Interstate Commerce Act, on May 8, 1970, at 12:45 P. M. and assigned Recordation Number 5709; and

WHEREAS, Section 6 of the Conditional Sale Agreement requires the Railroad Company to replace any cars which have suffered Casualty Occurrences with other standard gauge rolling stock, other than passenger, special purpose or work equipment, put into service no earlier than February 15, 1970, equal in value to the depreciated value and of substantially as good material or construction of cars subject to Casualty Occurrences, or, at the election of the Railroad Company, and in lieu of such replacement, the Railroad Company shall pay to the Agent on June 1 in each year commencing June 1, 1971, a sum equal to the aggregate unpaid balance of the Deferred Purchase Price of all cars subject to Casualty Occurrences; and

WHEREAS, four (4) 80-ton open top hopper cars bearing the Railroad Company's road numbers 184763, 184923, 185155 and 185192, hereinafter called "Destroyed Cars", subject to the Conditional Sale Agreement, having an aggregate unpaid balance of the Deferred Purchase Price of \$32,058, have suffered Casualty Occurrences for which settlement has not heretofore been made; and

WHEREAS, the Railroad Company proposes to sell, assign, transfer and set over unto the Agent pursuant to Section 6 of the Conditional Sale Agreement other equipment having a depreciated value as of the date hereof which is equal to or in excess of the aggregate unpaid balance of the Deferred Purchase Price of the Destroyed Cars;

NOW, THEREFORE, the Railroad Company hereby agrees, pursuant to Section 6 of the Conditional Sale Agreement, to sell, assign, transfer and set over unto the Agent four (4) 80-ton open top hopper cars bearing the Railroad Company's ^{old} road numbers 185335, 185336, 185337 and 185339, being standard gauge rolling stock put into service no earlier than February 15, 1970, having an aggregate depreciated value as of the date hereof of \$39,431.00, and being of substantially as good material or construction as the cars having suffered Casualty Occurrences.

The Conditional Sale Agreement and the Assignment are hereby amended to subject said equipment to the terms and conditions of the Conditional Sale Agreement and Assignment as though part of the original cars subject thereto and included in the term "cars" as used therein.

The Agent hereby releases from the Conditional Sale Agreement and Assignment four (4) 80-ton open top hopper cars ^{Release} bearing the Railroad Company's road numbers 184763, 184923, 185155 and 185192, which have suffered Casualty Occurrences

for which settlement is being made.


The Railroad Company will cause this Supplemental Agreement to be filed and recorded in the office of the Interstate Commerce Commission pursuant to the provisions of Section 20c of the Interstate Commerce Act.

This Supplemental Agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

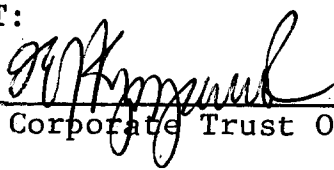
IN WITNESS WHEREOF, the Agent and the Railroad Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
Agent

By


Assistant Vice President

ATTEST:


Asst. Corporate Trust Officer

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

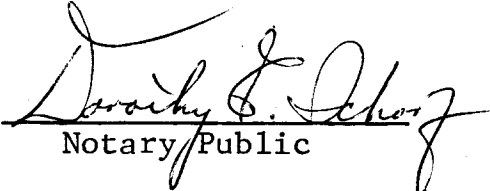
By 
Assistant Vice President

ATTEST:


Attesting Officer

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 1st day of June, 1976, before me personally appeared G. J. Johnston, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

Notarial Seal

DOROTHY E. SCHARF
NOTARY PUBLIC

My Commission expires 7-1-78 My Commission Expires July 1, 1978

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On this 27th day of May, 1976, before me personally appeared N. H. Stier, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of Louisville and Nashville Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon W. Bowles
Notary Public

Notarial Seal

My Commission expires July 26, 1978.